File No. 665

19 37.

Collection No.

Ab 12/7/37 mas 14/7 Mysore Residency / Bangalore

[-49]

(1)

Pros. / Serial Nos. 1 - 14

S.N. 10 ...

Blg

61-1...

Subject.

Excise Auction Sales of Ganja, + arrack Opium, Shops, etc, for 1937-38

Previous References.	Later References.
Fl 756-35 D Fl 672/36 D.	R dis 392-38 R dis 2-39

A

5/3/46 AD Cl3

NOTES AND PRECIS.

C.P.1 - 2. D.No.3960. S.N.(1).

C.P.58 & 59. K. Please see S.N.20 and 21 of F.238-35.

TODDY:

1 Prior to 1932, Mr. Guruswami held the contracts of the toddy shops in the Civil and Military Station, Bangalore for about 14 years at terms very favourable to himself and the rentals averaged at about Rupees one lakh. At that time Mr. D.Cawasji, a Parsee gentleman, came forward to offer Rs.2,00,000 per annum. His bid was accepted by the Hon'ble the Resident and the contract sanctioned for 3 years commencing from the 1st July 1932. In 1935 on the expiry of this term, the contract was renewed in the name of Mr. Cawasji on an annual rental of Rs.2,00,000 (same amount as in the previous bid) for a further period of two years from the 1st July 1935. In this connection please see paras 5 to 6 of S.N.8 and paras 10 to 12 and 22 to 34 of notes of F.238-35 which contain the reasons for the continuance of the lease in the name of Mr. Cawasji for a further period of two years.

S.N.12 & 13. F.13(1)-32. A

S.N.20/C.P.58 F.238(1)-35. K.

K.

PUC. 2 Now Mr. Cawasji offers Rs.1,75,000 (i.e Rs.25,000/- less than the bid in the previous years) for the toddy shops if the contract is renewed in his name for next year. As suggested by the Collector, tenders may be invited in the first instance.

3 A brief history of the Arrack shops in the Station is as follows:-

Mr. V.Chinnaswamy Mudaliar has been the sole contractor of the arrack shops of the Station since 1932. He was the highest bidder at the arrack auction sales held in May 1932; the shops were sold en bloc to him for an annual rental of Rs.3,22,000/- for a period of three years. During this period....

S.N.29 F.13(1)-32 A.

period the contractor sustained heavy loss which was attri buted to the fall in the consumption of the arrack and he failed to make regular payments of the khists. At the expiry of the lease on 30-6-1935, a sum of Rs.1,96,000 was due from him. With a view to recover the arrears and to enable him to recoup some of his heavy losses, his lease wa further renewed at Rs.2,00,000 per annum (i.e. Rs.1,22,000 less than the bid in the previous years) for another two years from the 1st July 1935.

S.N.28/C.P.66.
F.238(1)-35.

S.N.21/C.P.59
F.238(1)-35.

It was found later that Mr. Chinnaswamy Mudaliar was n in a position to pay the arrears even though he was permitt to pay in reduced monthly instalments. In November 1936, order to save the contractor from further loss and to safe- guard the interests of Government, the Surcharge System was adopted for the remaining period of the lease.

S.N.9/C.P.28
F.419-36.

The Collector now proposes to auction the arrack shops along with ganja and opium shops for the year 1937-38.

If approved the draft notification furnished by the Collector may be published in the Mysore Residency Orders. The sale may also be notified in the Daily Post, as usual.

Two drafts submitted.

S.N.(2 & 3): Issue.

(3)

D.No. 4877 S.N. (4) cor.p. 31

Please see S.N. 1 to 3 of F. 665-37 and the notes thereon.

Mr. Cawasji was paying an annual rental of Rs 2,00,000/- for the toddyshops in the Station, with effect from the 1st July 1932. His present contract will expire on the 30th June 1937. In the circumstances explained by the Collector, the tender of Mr. Cawasji may be accepted for a period of three years, although he offers Rs 25,000/- less per annum than what he was paying before.

As regards the arrack shops the result of the re-sale may be awaited.

The bids relating to the Ganja and Opium shops are satisfactory and if approved, they may be confirmed.

Draft submitted

15.5.37

(From para 6)

T.N.T. 15-5-37.

17/5/37.

may issue.

17/5/37

19.5.37.

S.N. (5) Issue

11

Please see para 3 of these notes for a brief history of the Arrack shops in the Station since 1932

S.N. 7 c.p. 20
F. 419-36

12

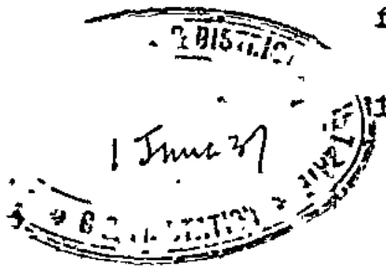
In this Residency memo. No. F. 419-36/R.O.I, dated the 20th August 1936, Mr. Chinnaswamy Mudaliar was permitted to pay Rs 1000/- instead of Rs 2000/- per mensem towards the arrears of kists due from him in respect of his old arrack lease, on condition that the balance outstanding at the end of 30th June 1937 should be paid in full before that date. It has now been ascertained from the Excise Superintendent, C & M Station, Bangalore, that a sum of Rs 1,25,166-0-8 is still due from him.

S.N. 6 c.p. 36
F. 665-37

13

The Collector now recommends that the bid of Mr. Chinnaswamy Mudaliar for Rs 1,35,400/- per annum may be confirmed and the period of his contract be fixed for three years from the 1st July 1937. As a huge sum is outstanding against him it is for orders whether he may be asked to clear the arrears before the bid is finally confirmed. If he is unable to do this, the existing Surcharge system may if approved be allowed to continue until a better bidder whose solvency is proved comes up for the contract.

14 If approved the Collector may be asked U/O: to state whether the arrears referred to above will be collected from Mr. Chinnaswamy Mudaliar on/before the 30th June 1937.



Rulyan. 1/6/37 (From para 11)

29.5.37

T.N.T. 31-5-37.

To

The Collector,
C & M Station, Bangalore,

U/O D.No. 5196, dated the 1st June 1937.

15 Mr. Chinnaswamy Mudaliar owes at present Rs. 1,25,000 odd. It was impressed on him that if he did not pay his total dues or a large proportion of ~~this~~ the he ran the risk of losing the contract. But he has no ready money to pay this amount, and I should prefer, if possible, to avoid forcing him to sell his properties at present when prices are low. He proposes to mortgage his immoveable property to the value of one lakh in favour of Government. He also undertakes to pay Rs. 2,000/- a month regularly towards the clearance of his arrears.

16 He has already deposited Rs. 56,000/- in G. P. Notes as security. Out of this, notes to the value of Rs. 22,567/- may be treated as two months' deposit in respect of the new lease, the difference being adjusted towards his old arrears on the termination of the existing lease.

17 I do not think there is any chance of getting

getting a better bidder of proved solvency, and I think, if arrack is sold at 4 annas a dram by the present contractor, as he has undertaken to do, we should be better off than under the Surcharge System.

18 I would recommend that, if the budgetary position admits of it, the contract be given to Mr. Chinnaswamy Mudaliar on the terms proposed by him in respect of his arrears(viz., mortgage of his property to value of one lakh).

19 We need not commit ourselves for the present to any stated monthly payments in respect of arrears. The best plan would I think be to grant him the contract for one year only on the conditions proposed, provided he mortgages his property as proposed above, renewal for subsequent years being dependent on the rate at which arrears are paid off. He may not agree to this, but I shall use persuasion if necessary. If he does not agree, we may reconsider the matter.

3/6/37

To

The Secretary to the Hon'ble the Resident in Mysore,
BANGALORE.

U. O. No. C. R. 449/37 dated the 3rd June, 1937.

May be approved.

3/6/37.

Resident.

4/6/37

21 Yes. Please let me see the draft as I want to be clear as to what precisely the proposed conditions are.

4/6/37

Reference para 21 of these notes.

22

Draft submitted for approval.

(From para 15)

Hs.
5.6.37

Hamilton
-/6/37

Secy. T.N.T.
5-6-37

Resident. Resident approves. Issue

23

Hamilton
9/6/37.

S.N. (7) Issd

D.No. 5685 S.N. (8) cor.p.

#7 (C)

24

Please see S.N. 4 and 5 cor.ps. 31 and F. 665-37.

25

Mr. Cowasji was paying the Khists regularly in the past. He may therefore be exempted from furnishing the statement of property, as recommended by the Collector.

Draft submitted.

(From para 24)

Hamilton.
14/6/37.

Hs
11.6.37

Secy. T, N.T
12-6-37.

Audit

S.N. (9) Issue

28 Please see S.N.11 and 12 cor. ps. 45 and 47 of File 665-37.

29 Please see the conditions of auction sale embodied in Notification No.44, dated the 24th April 1937. Clause VI (b) (ii) provides that if the Collector is not satified that a person whose bid is accepted can be trusted to pay his rent punctually and fully, he may require him in addition to the deposits required under clause (a) (iii), to do one of four things. Ofcourse the discretion rests with Collector. But this Residency ordered in view of large arrears outstanding that Mr.Chinnaswami Mudaliar should mortgage his immovable properties in favou of Government. Mr.Chinnaswami Mudaliar in his letter to the Superintendent of Excise, dated the 16th June 1937, undertook to mortgage his immovable properties.

30 It is not known how a stamp duty of Rs.2/- has been suggested on an agreement to be executed by the licensee binding himself not to sell, without the previous permission of the Collector, any of his properties until such time as he clears the arrears of Rs,85,780-6-8. Under Article 5(c) schedule I of the Indian Stamp Act, a stamp duty of annas twelve is to be paid on an agreement or memorandum of an agreement. Such an agreement, it may be noticed, does not convey as much security as a mortgage deed. If the licensee were to alienate his properties, in contravention of the agreement, he will have only to be sued for damages on the basis of the breach of contract, and in the absence of the properties, the recovery of the amount will be impossible. The result is the agreement will be useless for the purpose for which it was taken. There may be moral certainty that a person of the standing and respectability of Mr. Chinnaswami Mudaliar will not alienate properties in

contravention

contravention of an agreement that he may execute not to aleinate them. But it is submitted that legally it will be insuffcient and insecure for reasons state above; and a huge sum of Rs.85,780-6-8 owing to the Government during times of financial strigency may have to be secured by all measures allowed by law.

31 It may be noticed that the mortgage of properties now required is in respect of arrears of the old arrack lease. The amount due under the current lease runs again to a lakh and thirty five thousand rupees and the licensee has not been called upon to execute a mortgage in respect of the current year's dues. It appears the introduction of ~~him~~ prohibition in a neighbouring British Indian District may have some remote repercussions on the trade in the Station, and a slack trade means greater insecurity so far as the outstandings to the Government are ~~due~~ contwd. In all the circumstances it is submitted that the Government may require the security of a mortgage deed.

S.N 7
Cor p.39
7(c)

32 If approved, the file may be sent U.O. to Collector for favour of remarks.

A.S.R.
12.X.37

(from para 29)
13.10.37.

A/2
1952/A/37

To

The Collector,
C & M Station, Bangalore.

U/O D.No. 9352, dated the 13th October 1937.

33 It was intended that the agreement should also include a declaration and as such is liable to the higher stamp duty of Rs. 2/- under Art. 3 Schedule I-A read with Section 6 of the Indian Stamp Act.

2. On 1-7-37, when his current license began, Mr. Chinnaswamy Moodaliar's arrears totalled Rs. 1,23,166-10-8.

34

* Vide pages 10 21 and 66 of the Madras Stamp Manual.

He has promised to reduce this to Rs. 60,000 by June 1938 and to clear off the balance during the next two years. His repayments so far are in keeping with this undertaking. He has paid Rs. 39,386-4-0 as shown below:-

By adjustment (Sale of G.P.Notes)	Rs. 32,386-4-0
By Cash, paid in July, Augt. & Sept., 1937.	Rs. 7,000-0-0
	Rs. 39,386-4-0.

The balance now outstanding is Rs. 83,780-6-0.

3. The amount due under his current lease is Rs.1,35,400/-. He has deposited Government Securities of the face value of Rs. 26,000/- and has paid his monthly kist of Rs. 11,283-5-4 regularly by the 15th of every month.

36

4. It is of course true that the agreement proposed does not furnish the same material security as a mortgage deed. Mr. Chinnaswamy Moodaliar's financial position is however sound and he has shown every intention of honouring his debts. I think therefore that his request to execute an agreement instead of a mortgage deed may be accepted subject to the continued repayment of his arrears at a satisfactory rate. If the repayments fall off, or he fails into arrears with his current dues, the question of insisting on a mortgage deed will be promptly reopened.

(Illegible)
25/10/37.

To

The Secretary to the Resident.
U.O.No.1952/A/37, dated 28-10-1937.

OFFICE OF THE RESIDENT IN MYSORE
Bangalore
1 OCT 1937
Dept. No. 10763
File No.

P.T.O

(12)

Please see from para 28 of these notes.

37

In the circumstances explained by the Collector, C & M Station, Bangalore, Mr. Chinnaswamy Mudaliar's request to execute an agreement instead of a mortgage deed may be accepted subject to the conditions proposed in para 36 of these notes.

Draft submitted.

(From para 28)

1-11-1937

Secy. T.N.T. 3-11-37. 4/11/37.

Register.

Resident agrees

4/11/37.

S. N. (14) Issue

A.J. 26.12.37

Record

CORRESPONDENCE.

CONFIDENTIAL.

No. C. R. 378/37. enc. 1.

OFFICE OF THE COLLECTOR,
CIVIL AND MILITARY STATION, BANGALORE.

Dated the 17th April, 1937.

1914.

FROM

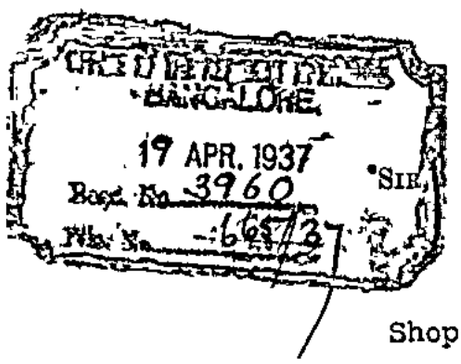
L. J. Mac Iver Esquire, I. C. S.,
COLLECTOR, CIVIL AND MILITARY STATION,

BANGALORE.

To H. Trevelyan Esquire, I. C. S.,

Secretary to the Hon'ble the Resident in Mysore,

BANGALORE.



SIR,

Excise - sales - Arrack, Toddy, Ganja and Opium Shops - proposals for 1937-38.

S.N.20/E.P.58.
E. 238-35.

The toddy contract which was renewed in the name of Mr. Cawasji for two years from the 1st July 1935 will expire on the 30th June 1937. —The following proposals for the ensuing lease are submitted:-

The only contractors who are likely to bid at the Cantonment toddy sales are two viz., Mr. Guruswamy and Mr. Cawasji. From information I have been able to gather, I'am made to understand that Mr. Guruswamy, the City arrack shop contractor has lost very heavily on his arrack contract during the last twenty two months, as a result of which his contract has been cancelled by the Mysore Government with a view to saving him from further losses.

Mr. Guruswamy also holds the contract for the City toddy shops for Rs. 31,000/- per mensem at present. Mr. Cawasji's offer at the time of allotment which was not accepted was Rs. 35,000/- per mensem. Since the arrack shops contract of Mr. Guruswamy has been cancelled, Mr. Cawasji would no doubt ask the Excise Commissioner in Mysore to cancel the toddy shop contract also and give it to him for Rs.35,000 or in the alternative collect Rs. 35,000/- from Mr.Guruswamy.

Mr. Guruswamy knows of this probability and may in consequence not bid in the Cantonment sales, knowing that if he does not come here Mr. Cawasji will not go to the City, in which case he can get the City shops cheap next year.

Another rumour is that Mr. Guruswamy's brothers and other members of his undivided family have warned him against taking any more losing contracts and have limited him to Rs. 1,50,000/- for the Cantonment shops and he knows that he can never get the shops at that price when Mr. Cawasji is here.

It appears that for the above reasons Mr. Guruswamy is not likely to bid at the Cantonment sales.

Mr. Cawasji has offered Rs. 1,75,000/- for the toddy shops if renewed in his name for next year. This is not an unreasonable figure, but there are, in theory at any rate, strong objections to accepting an offer without giving others at least an opportunity to quote.

In the circumstances, I recommend that tenders may be invited for the toddy shops in the first instance, although we run the risk of obtaining an even smaller figure.

The arrack, ganja and opium shops may be sold individually. I have proposed 11th May as a suitable date. I forward draft notification for favour of approval and publication. I request that 150 copies of the same may kindly be supplied to me.

I have the honour to be,
Sir,
Your most obedient servant.

C O L L E C T O R.

Draft I.

S N 2

THE HON'BLE THE RESIDENT IN MYSORE.

NOTIFICATION.

No. 44, dated Bangalore, the 24th April 1937.

Notice is hereby given that the shops appointed for the sale of Arrack, Ganja and Opium in the Civil and Military Station of Bangalore, specified in the annexed schedule for one year from 1st July 1937 to 30th June 1938, will be sold by public auction by the Collector or by an officer specially deputed for the purpose with the sanction of the Hon'ble the Resident in the Public Office Buildings (next to the Mayo Hall) at 3-30 p.m. on Tuesday, the 11th May 1937. Tenders are also invited for the right of vend of toddy in the six toddy shops of the Station for one year from 1st July 1937 to 30th June 1938. Tenders will be received by the Collector at 12 noon on the 11th May 1937. All tenders should be sealed and superscribed 'Tenders for the right of vend of toddy in the toddy shops of the Civil and Military Station, Bangalore' and should be addressed to 'L. J. MacIver, Esq., I.C.S., Collector and District Magistrate, Civil and Military Station, Bangalore'.

CONDITIONS OF AUCTION SALE.

I. Any person desiring to bid must deposit Rs. 50 with the Collector or selling officer on the day of sale. No one will be admitted to the auction room unless he has made this deposit. No one will be allowed to bid for another person unless he holds a power-of-attorney from him. Deposits made under this clause will be returned on application to unsuccessful bidders at the close of the day's sale.

II. The officer conducting the sale may, at his discretion, refuse to accept the bid of any person on the ground (1) that he has been convicted by a criminal court or has previously been guilty of such a breach of the conditions of licence or of a contract under the Excise Regulation / Opium Act as to render him undesirable as a holder of a licence; or (2) that he is insolvent or in arrears to Government; or (3) that his bid is purely speculative; or (4) that he is a subordinate in the Revenue or Municipal Department in the Station or a relative of such persons; or (5) that he is the contract supplier of country spirits for the Civil and Military Station; or (6) that he is a brewer bidding for beer shops; or (7) that such a course is necessary to prevent arrangements to the detriment of Government interests; or (8) for any other valid reason.

III. The reserve price placed on each shop will not be published but the average annual rental during the previous five years will be furnished by the Collector, wherever possible, for the information of bidders. The selling officer will fix the upset price of each shop.

IV. The shops will be put up to auction in the order in which they are notified unless the selling officer sees reason to change that order.

V. The highest bid will be provisionally accepted by the selling officer subject to the formal confirmation by the Hon'ble the Resident. Such subsequent confirmation after the close of the sale will be necessary even if the selling officer is the Collector himself. The Collector will be at liberty to accept or reject any bid at his discretion. If the selling officer before the close of the sale rejects under condition II the highest bid for any shop he may at his discretion either accept the next highest bid or resell the shop. In case of dispute the Collector's decision will be final.

VI. (a) Every person whose bid is provisionally accepted shall—

(i) at once, if so required by the selling officer or otherwise at the close of the day's sale, deposit, in addition to the deposits made under clause I, half a month's rent for each shop knocked down to him, unless the initial deposit equals or exceeds two months' rent;

(ii) at once apply in writing for a licence for each shop knocked down to him and within a week thereafter furnish the Superintendent of Excise with the boundaries of the site selected by him for the location of the shop and the Collector with a statement in the prescribed form (annexed to this notification) showing details of the immovable property possessed by him, or in which he has an interest together with accurate and full details of encumbrances, etc., thereon;

(iii) within fifteen days from the date of sale deposit such further sum as with the deposits already made under sub-clause (i) *supra* will make up two months' rent of all shops knocked down to him.

(b) Further if the Collector is not satisfied that any such person can be trusted to pay his rent punctually and fully, he may require him, in addition to the deposits required under clause (a) (iii) *supra*, either—

(i) to deposit two months' rent of all shops knocked down to him, or

(ii) to execute a mortgage of his immovable property in favour of the Government for all moneys that may become due under the terms of the contract with a power of sale in favour of the mortgagee to be exercised in default of payment thereof by the purchaser, or

(iii) to produce to the Collector, to be approved by him, a surety or sureties who should execute a security bond for the due payment of all moneys that may become due by him under the terms of the contract and to execute a mortgage deed of his or their immovable property in favour of the Government for the payment of all moneys due under the said contract by the purchaser with a power of sale in favour of the mortgagee in default of payment thereof, by the surety or sureties or by the purchaser, or

(iv) if the Collector is not satisfied that the value of his immovable property tendered as security is adequate, he may require such person further to produce, to his satisfaction, in addition to mortgaging his property, a surety or sureties who shall execute a security bond for the balance of the money that may become due and execute a mortgage deed of the surety or sureties' property in favour of the Government. The sureties referred to in sub-clauses (iii) and (iv) should submit to the Collector a statement in the prescribed form (annexed to this notification) showing details of their immovable property. The purchaser shall be bound to carry out the provisions of sub-clauses (i) to (iv) above, within fifteen days from the date of sale.

The bond and the mortgage deeds shall be stamped and registered at the expense of the purchaser. He shall also be bound to execute a counterpart agreement. The bidder or his surety must produce at his cost an encumbrance certificate in cases where immovable property is mortgaged to Government.

VII. Deposits will be returned in any case in which the Hon'ble the Resident refuses to confirm the acceptance of the bid.

VIII. At the close of the day's sale the selling officer will notify the date on which resales, if any, are found necessary, will be held; when the list of shops to be resold has been drawn up, a copy of it will be sent to any bidder who gives his name and address to the Superintendent of Excise.

IX. The order of the Hon'ble the Resident confirming or refusing to confirm the acceptance of a bid shall be final.

X. On the failure of any person to make a deposit or apply for a licence under condition VI or to comply with any requisition or to execute any engagement under condition VI, the deposits already made may be forfeited and the shop may be resold under the orders of the Collector or on a report from the Superintendent of Excise may be otherwise disposed of by him. Resales under this condition will be at the risk of the defaulting bidder, who will forfeit all gain and, in the event of a loss, will be required to make good the deficiency between the total amount payable for the whole period under the terms of the original sale and the total amount payable by the successful bidder at the resale. In the latter case, the forfeited deposits will be deducted from the loss arising from the resale, and the remainder, if any, will be recoverable in the same manner as if it were an arrear of land revenue. Should, however, the forfeited deposits be greater than the loss by resale, the whole of such deposits will be credited to Government. The defaulting bidder will be similarly liable if the shop is disposed of otherwise than by resale and such disposal results in loss to Government as compared with the original sale. Disposal otherwise than by resale includes closure.

XI. The purchaser of any excise or opium privilege is liable to the penalties prescribed for breaches of the conditions set forth below, though a formal licence may not have been issued to him. In the event of the purchaser's death after issue of the licence, his heirs and assigns shall be responsible for all moneys that may become due to Government under the terms of the licence as well as for the proper observance of all the conditions of the licence.

XII. The deposits under condition VI (a) (iii) and (b) (i) may be made either in cash or in recognised Government, Port Trust, Municipal or Local Board Securities, or by depositing Postal savings bank pass-books. When deposits are made otherwise than in cash, the Collector may demand that they shall be of such higher face value than the cash deposit required as in the circumstances of the market he may think necessary. In the event of such security depreciating or appreciating to the extent of Rs. 100 or more, the Collector may call upon the depositor to produce further Government paper to the extent of depreciation or return to the depositor Government paper to a similar extent. Where the deposits under this condition are sufficient, under the Collector's orders, to cover also deposits made in cash under conditions I and VI (a) (i) which have not been refunded as well as deposits due under condition VI (a) (iii) and (b) (i) the deposits made in cash may be returned to the depositors. The savings bank pass-books or securities other than Government promissory notes deposited must be endorsed in the name of the Collector and Government promissory notes deposited shall remain in the name of the depositor and must be enfaced for payment of interest at the treasuries or the Bank or at both at which they are deposited, if so required.

XIII. Deposits in cash will be adjusted towards the instalments of kists due in the last months of the period of the lease. Deposits of securities or savings bank pass-books will be returned on payment in cash of the full amount of the rent due and of any penalties or other sums recoverable under the terms of the licence or of the conditions set forth below unless the depositors wish that Government should take them over, in which case they will be taken over at the price of the day less commission and brokerage chargeable under the Government Security Rules, and the balance, if any, due to Government must be paid in cash. In cases of default under condition X of the conditions of auction sale or where under any one of the conditions of the general conditions applicable to all excise and opium licences or of any of the sections of Regulation I of 1915 or the rules made thereunder, the licence is cancelled, all securities deposited are liable to be sold for any amount due to Government under the terms of the lease, the remainder, if any, due after such sale, being recovered as arrears.

ANNEXURE.

List of immovable property possessed by
Successful bidder of _____
Surety of the successful bidder of shop No. at
in the Civil and Military Station, Bangalore, for the
lease 19 19 .

(1) Name
(2) Father's name
(3) Residence and address
(4) Occupation
(5) Particulars of immovable property possessed

I.

District.	Taluk.	Village and name of street in case of houses.	Survey numbers and door numbers in case of houses.	Extent	Wet or dry.	Assessments.	Market value per acre in case of land.	Registered in whose name; if pattadar, patta No.
1	2	3	4	5	6	7	8	9

II. What is the nature and extent of your ownership or interest in the above property ?

III. Are there any existing encumbrances on the above property ? If so, nature and amount of each such encumbrance.

IV. Are there any other claims upon the property shown in head I above ? If so, the nature and amount of such claim should be stated.

I , son of residing at hereby solemnly declare that the facts about my property above stated are complete and true and that there are no encumbrances thereon beyond those shown in head III above and I shall not encumber / further encumber any of the property shown in statement above without the previous intimation in writing to the Collector of the Civil and Military Station, Bangalore.

Witness

Address

Date

Place

Signature

NOTE.—1. Under head II, it should be stated whether the property is the sole or joint family property of the declarant; if joint family, the share of the declarant and value thereof should be stated.

2. Under head IV should be noted interests in or claims on the property other than those noted under head II, e.g., claims on account of dowry or stridhanam.

The Collector should question the deponent further, if necessary, in order to elucidate his statement and should record the replies which should be signed by the deponent and the Collector and attached to this declaration.

GENERAL CONDITIONS APPLICABLE TO ALL EXCISE AND OPIUM LICENCES.

1. Shops and depots must be opened by the dates fixed by the Collector and must be kept open every day unless their temporary or permanent closure is authorized under conditions 10, 11 or 40 *infra*.

2. Except where definite sites in the possession or under the control of Government have been prescribed, purchasers of shops must make their own arrangements for securing proper sites for their shops. They are at liberty to choose any site within the local limits notified by the Collector, provided the site selected is approved of by the Revenue and Police Authorities. The limits of the site selected and approved will be entered in the licence. The possession (except subject to the rules applicable to unlicensed persons) or sale of liquor, opium or intoxicating drugs outside those limits is prohibited.

3. Sales under any Excise or opium licence must be conducted in an approved building of which the whole or the whole of a separate part must be entirely set aside for use as a depot or shop. Licensees must keep their shop premises in a sanitary condition to the satisfaction of inspecting officers. In the case of arrack shops and taverns there shall be no possible means of ingress or egress in any direction except into the main street; if there are other doors they shall be kept locked under the seal of an officer of the Excise Department; the interior of the shop shall be sufficiently lighted by day and the whole interior visible from the front door; the shop shall not be used as a place of residence save by the vendor and his family or caretakers, if so permitted and subject to such conditions as may be prescribed. If there are means of communication between the depot or shop and an adjoining dwelling house, they must be kept locked at night.

4. Except when two or more foreign liquor licences are held by one person or in the case of licences held by chemists and druggists and medical practitioners, sales under different licences must be conducted in different premises.

5. In liquor shops in which consumption on the premises is permitted, private bars may be allowed by the Collector under a special licence to be granted by him free of fee; provided that the interior of the bar is wholly visible from the doorway, and that the entrance to it is either through the main door of the shop or through a separate door provided with a proper sign to show the nature of the bar.

6. A signboard must be affixed to the front of each depot or shop showing the nature and number of the licence under which sales are conducted there, the name of the licensee and (except in the case of foreign liquor) the current rate of sale. These particulars must be legibly painted in the local vernacular and in the case of taverns and wholesale depots in English also. The licence must be hung up in a conspicuous place within the depot or shop.

7. The possession upon any licensed premises of any liquor, opium or intoxicating drug except that to which the licence relates or of any essence or substance used or capable of being used for colouring or flavouring liquor except in accordance with the terms of a compounding licence is prohibited.

8. Such supply of liquor, opium or intoxicating drugs as the Collector may consider sufficient to meet local requirements must be maintained in depots and shops.

9. No arrack, ganja or opium shop or beer or foreign liquor tavern shall be opened before 11 a.m. and no toddy shop before sunrise. Depots shall be kept open from 7 a.m. to 12 noon and from 2 p.m. to 6-30 p.m.

10. (a) No shop or depot shall be kept open after the hours prescribed below except under special authority :—

Arrack, beer and toddy shops and foreign liquor taverns.	9-30 p.m.
Ganja and opium shops.	8 p.m.
Other foreign liquor licences issued on fixed fee except theatre bar, special bar and hotel licences.	9 p.m.
Depots.	6-30 p.m.

The Collector may on the report of the Police or for other sufficient reasons order the closure of any shop at an earlier hour if he should consider such a course to be advisable in the interest of the public.

(b) With the previous sanction of the Hon'ble the Resident, the Collector is authorized (i) to notify at the time of the auction that specified shops will be closed on the occasion of specified festivals, and that the hours of sale at specified shops which are in the neighbourhood of a market or shandy will be limited on market days generally or that they will be liable to limitation on such occasions by orders issued during the currency of the lease, if it is found that the shops promote drunkenness; (ii) to order the closure of specified shops in the neighbourhood of factories, mills and other places, where large numbers of operatives assemble on week days, on the afternoons of pay days and during such hours as he may deem fit. A special condition embodying these restrictions or liabilities will be inserted by the Collector in the licences granted to the renters of all such shops.

(c) The closing hour for bars, hotels and special bars is 10 p.m. The Collector after consulting the Commissioner of Police, however, may permit the extension of the time to 11 p.m.

(d) 9 p.m. is fixed as the general closing hour in the case of Railway refreshment rooms. The Collector is authorized to note in the licence the particular hours after 9 p.m. during which such licensed premises may be kept open for the sale of liquor to *bona fide*

travellers only with reference to arrival and departure of trains. The Collector may alter these hours during the currency of the licence with reference to any alteration in the Railway time-tables.

(c) In the case of occasional, special and theatre bar licences, the closing hour will be that which is fixed in the licence.

11. Depots and shops must be closed, if the Collector so orders, while a regiment or detachment of soldiers is passing or is encamped in the vicinity. The Collector shall have power also temporarily to close any shops in times of religious excitement or disturbance. Every depot and shopkeeper shall close his depot or shop when a riot or disturbance occurs or appears likely to occur in the neighbourhood.

12. All liquor, opium and intoxicating drugs sold or kept for sale shall be of good quality and unadulterated. Nothing shall be added to liquor, opium or intoxicating drugs either to increase their intoxicating power or for any other purpose. This prohibition, however, does not apply to the compounding or blending of liquor or to the manufacture of intoxicating drugs from hemp drugs and opium in accordance with the terms of a licence. Liquor shall not be bottled except under a bottling licence. Nor shall different kinds of liquors be mixed and sold under the designation of one of them.

13. No woman shall be employed in any Excise or opium shop for the sale of liquor, opium or intoxicating drugs without the special permission of the Collector unless she be a member of the renter's family. The admission of a woman, except as provided, or a child or young person under 18 years of age into the licensed premises of any arrack, toddy, ganja or opium shop or foreign liquor or beer tavern, is prohibited.

14. No person suffering from leprosy or any contagious disease shall be allowed to be the holder of Excise or opium privileges; nor shall licences be granted to persons below the age of eighteen in the case of Excise privileges and twenty in the case of opium privileges. The sale or transport of liquor, opium or intoxicating drugs by persons below the age of eighteen (twenty in the case of opium) or by persons suffering from leprosy or any contagious disease and the employment in any capacity of such persons in shops or depots licensed for the sale of the same are prohibited. No persons who have been convicted under the Indian Penal Code shall be employed in the transport or sale of liquor, opium or intoxicating drugs without the Collector's previous permission. The Collector may, where necessary, call for the names of all persons employed or proposed to be employed in any capacity in connection with the management or the working of a depot or shop and, if he disapproves of any such person, may forbid the licensee from keeping him in employment.

NOTE.—This rule also applies to the sale of eatables by persons in liquor shops.

15. (a) No liquor, opium or intoxicating drug shall be sold or given—

I. Except at shops specially approved by the General Officer Commanding the Division (or independent Brigade) or the Officer Commanding the Cantonment or Camp, and then only in respect to such liquors as shall be approved by the same authority in consultation with the local Excise authorities and specified in the licence—

(1) to sailors of the Royal Navy, soldiers and members of their families; or
(2) to any other person living in barracks;

II. (1) to persons whom a vendor knows, or has reason to believe, to be camp followers, i.e., any class of followers (other than private servants) whether on or off duty, who have a right to be in Cantonments;

(2) to Policemen, Excise officers, Railway servants and to drivers and conductors of motor buses when on duty; or

III. in any circumstances to any—

(1) European vagrant under escort of the police;
(2) insane person;
(3) person known or believed to be intoxicated; or
(4) person known or suspected to be about to take part in a riot or disturbance of the public peace or other crime.

(b) No liquor or intoxicating drug shall be sold or given in any circumstances to any child or young person under eighteen years of age or adult female; no opium shall be sold or given in any circumstances to any child or young person under twenty years of age or adult female.

(c) No child, young person under eighteen years of age or adult female shall be admitted into the premises of any shop in which consumption is allowed on the premises subject to the exception in condition 13.

NOTE.—(1) The restrictions in I and II do not apply to soldiers, their families and followers when they are absent on leave from their regiments.

(2) The restrictions in clauses (b) and (c), so far as they relate to adult females, do not apply to foreign liquor licences issued on fixed fees.

16. No liquor, opium or intoxicating drug shall be sold in shops except for cash. The licensee shall be bound to give intimation of the offer of anything other than cash to the nearest Magistrate or Police officer. This condition is not, however, meant to restrict credit sales in the ordinary course of business by shopkeepers or firms of standing and respectability dealing in foreign liquor for consumption off the premises.

17. No liquor, opium or intoxicating drug shall be sold either below or above such minimum or maximum prices as may be fixed for sale of the same in accordance with the law for the time being in force.

18. No liquor, opium or intoxicating drug in excess of the quantities prescribed for possession without a licence as specified below shall be issued to any person at any one time from any licensed premises without a valid permit, nor shall liquor be sold at wholesale depots in quantities less than the minima prescribed:—

Arrack.	Toddy.	Ganja.	Opium.	Coconut toddy arrack.
Four drams or one reputed pint.	Half a gallon or three reputed quarts.	Three tolas.	One tola.	Two Imperial gallons.

Permits shall be in printed books, which can be obtained at the office of the Superintendent of Excise on production of receipts for payment of the cost price into the Imperial Bank of India, Civil and Military Station, Bangalore. The signing of blank permits for subsequent issue is prohibited.

19. Only such weights and measures as may from time to time be prescribed by the Hon'ble the Resident shall be possessed or used on any licensed premises, and they shall be tested and stamped in such manner and by such agency as the Collector may direct. Short measurement and short weighment is strictly forbidden.

20. No drunkenness, disorder or gaming shall be permitted in depots or shops. Entertainments of any kind in depots or shops are also strictly forbidden. Licensees are prohibited from advertising the sale of liquor by beat of tom-tom or placards in the streets and in the neighbourhood of markets.

21. No robbers or thieves or disorderly or riotous persons shall be harboured in depots and shops. Intimation of their resort thereto shall be given to the nearest Magistrate or Police officer.

22. No person shall be harboured in any depot or shop during the night.

23. True accounts of transactions shall be maintained from day to day in ink in the prescribed form. Unless special permission is given to the contrary, separate accounts shall be kept for the transactions under each licence. The accounts shall be in printed books which may be obtained from the office of the Superintendent of Excise on payment of cost price. Permits for liquor, opium or intoxicating drugs received and the counterfoils of permits issued must be carefully filed in support of the accounts. The accounts and counterfoils of permits shall be preserved for one year after the period covered by the licence; they shall be handed over at the end of the lease either to the Excise Sub-Inspector directed to receive the same or to the incoming licensee and they shall be produced when called for by an officer not below the rank of a Sub-Inspector of the Excise Department.

24. Except in the case of fixed fee licences, the amount for which the privilege of sale has been purchased shall be payable in advance in twelve equal monthly instalments ('kists') into the Imperial Bank of India (Government Treasury), Civil and Military Station, Bangalore, beginning with April or July as the case may be. In the case of toddy shops tree-tax should also be paid into the Imperial Bank of India. Kists should be paid in advance on or before the 15th of each month and the instalments of fixed fee Bar licences should be paid on the dates specified by the order. Fines will be levied on any amounts not so paid; interest will also be levied on any amounts not paid before the end of the month for which they are due. After the 25th of the month shops are liable to be sold for failure to pay kists. Fees for depot licences must be prepaid.

25. No remission or abatement of the rent or fixed fee paid shall be claimable on any account whatever.

26. Power is reserved to the Collector to suspend licences in case of failure of payment of kists of fixed fees on the due dates. In the event suspension of a licence for failure to pay arrears, the privilege of sale will be resold with effect from the date of issue of the licence to the new purchaser, or otherwise disposed of at the Collector's discretion. Disposal of the privilege of sale otherwise than by resale includes also closure of the shop or tavern. All losses on account of suspension and resale or other disposal of the privilege shall be borne by the defaulting licensee and shall become due immediately on resale or other disposal

of the shop; but the defaulting licensee shall have no right to any gain which may accrue. The whole of the deposit, if any, made by the licensee shall be liable to forfeiture. The Collector may at his discretion allow sales to continue pending resale or other disposal of the privilege.

27. No privilege of supply or vend shall be sold, transferred or sub-rented without the Collector's, or in the case of a supplier under the contract distillery supply system the Hon'ble the Resident's previous permission. Nor, if the Collector so orders, shall any agent be appointed for the management of any such privilege without his previous approval.

28. (a) No Excise or Opium licensee in an Indian State or Foreign territory will be allowed to have any interest in a licence for the same article in British territory without the special permission of the Collector.

(b) No Excise or Opium licensee in a British district where a low rate of duty is in force will be allowed to have any interest in a licence for the same article in the Civil and Military Station of Bangalore where a higher rate of duty prevails without the special permission of the Collector. Breach of this condition will render the party liable to the penalties prescribed by condition 37 in respect of all or any of the licences held.

(c) No Opium or Excise licensee or any servant in his employ will be allowed to have any interest in the manufacture of beer or in the manufacture or supply of country or locally-made spirits or coconut toddy arrack, nor shall the licensee employ as agents or in any other capacity any person having any such interest.

29. Such returns and information as may be required by the Superintendent of Excise from time to time shall be furnished by holders of licences.

30. Licensees are bound to report to the Superintendent of Excise all instances which come to their knowledge of persons employed by them in the manufacture, transport or sale of liquor, opium or intoxicating drugs, committing breaches of the $\frac{\text{Excise}}{\text{Opium}}$ laws and to comply with the Superintendent's orders respecting the continued employment of such persons.

31. Pecuniary dealings by licensees of any kind whatever with officials of the Land Revenue, the Municipal and the Excise Department are absolutely prohibited.

32. Any licence shall be revocable by the Collector, at his discretion on giving the licensee fifteen days' notice of such revocation, in which case a proportionate part of the fee paid will be refunded.

33. All licensees shall be bound by any additional general rules that may be prescribed under the $\frac{\text{Excise}}{\text{Opium}}$ laws and shall, if so required by the Collector or any officer authorized by him, deliver up their licences for amendment or for the issue of fresh ones.

34. The officers authorized to inspect licensed shops and depots are—

(1) any officer of the Revenue Department of rank not lower than Revenue Inspector, and

(2) any officer of the Excise Department of rank not lower than Sub-Inspector.

These officers are empowered to enter and examine the premises, to test the weights, measures, liquor, opium and intoxicating drugs in the possession of the licensees, and to call for and check the accounts kept in the shop or depot. Police officers will also make inspections when it comes within the scope of their duty.

35. All officers authorized to inspect depots and shops are authorized to detain any liquor, opium or intoxicating drugs found unfit for consumption or use or which they may believe to have been tampered with in any of the ways referred to in condition 12 and the Collector and the Superintendent of Excise are empowered to confiscate or destroy such liquor, opium or intoxicating drugs.

36. An inspection note-book, in the prescribed form (G-1), shall be maintained for the use of inspecting officers and shall be handed over to the Superintendent of Excise or to any officer authorized by him to receive it on a receipt being given therefor. This note-book is the property of Government and shall be returned at the end of the lease to the Sub-Inspector or to the incoming renter on a receipt being given therefor.

37. (1) If a licensee or any person in his employment is convicted by a competent court of any offence against the $\frac{\text{Excise}}{\text{Opium}}$ Act or of any offence under Indian Penal Code which in the Collector's opinion renders it desirable to cancel the licence or if it is brought to the notice of the Collector that the licensee has been convicted by a competent court of any such offence prior to the grant to him of the licence, the Collector may direct that the licence shall be cancelled and the privilege be resold or otherwise disposed of at the risk of the licensee and may further direct, if he considers it necessary to do so, that any deposits made by the licensee shall be forfeited.

(2) Infraction of any of the conditions of the licence by a licensee or by any person in his employment will render the licensee liable to either to be prosecuted and on conviction dealt with under clause (1) or to fine not exceeding Rs. 50 or to cancellation of licence and resale or other disposal of the privilege at the risk of the licensee and, if considered necessary by the Collector, to forfeiture of deposits. The rent for the whole lease shall become due at once when a lease is cancelled under this or the preceding rule.

The Superintendent of Excise may impose fines up to a maximum Rs. 20 under rule 37 (2).

(3) When a licensee holds more than one licence granted under the Excise or Opium Act and when any one of these licences is cancelled under clause (1) or (2) above or under the special conditions applicable to ganja or opium shop licences, the Collector, at his discretion, may direct that any or all of the other licences under the Excise and Opium Acts held by the licensee shall be cancelled and the several privileges be resold or otherwise disposed of at the risk of the licensee and, if necessary, may further direct that any deposits made by the licensee shall be forfeited. The rent for the whole lease shall become due when a licence is cancelled under this rule.

NOTE.—For continuing breaches of a licence, continuing fines may be imposed.

38. Any sum due by a licensee may be adjusted from the deposit, if any, made by him or collected under the Revenue Recovery Act as an arrear of land revenue. The licensee shall be bound to replace any sum adjusted from his deposit within fifteen days of receipt of notice from the Collector.

39. Interest on all moneys due shall be payable at the rate of 6 per cent per annum.

40. No changes in the number or location of shops and depots affecting the interest of adjacent shopkeepers shall be made during the currency of a lease except under the special sanction of the Hon'ble the Resident. The Collector may at any time permit or order the transfer of a shop within the limits notified for the shop in the sale notice.

41. The right is reserved to the Collector to grant 'Occasional licences' for the sale of liquor, opium and intoxicating drugs on the occurrence of fairs, festivals, etc., in places in the vicinity of which there are no regularly licensed shops. Such licences should be issued only when absolutely necessary and shall ordinarily be granted to the shopkeepers who usually supply the locality or in rented areas to the representative of the renter. The licences shall run only for such period not exceeding ten days as they are actually required. Not more than one licence shall be issued for a fair or festival without the sanction of the Hon'ble the Resident. The fees to be paid for the licences shall be fixed at the discretion of the Collector.

SPECIAL CONDITIONS APPLICABLE TO TODDY SHOP LICENCES.

1. The privilege conferred extends only to the sale of toddy.

2. The toddy required for sale may be drawn from the sago, coconut, date, bagani and dadasal palm trees growing within the limits of the Mysore State, subject to the tree-tax rules in force in that State. Trees may be marked for the supply of toddy in the groves assigned for the marking of trees for the shops of the Station, or if permitted by the Government of His Highness the Maharaja of Mysore, in private lands in that State under private arrangements with the owners of such lands. No trees shall be marked in Inam lands the tree-tax on which shall be claimed by the Inamdar or Khayamguttadar. If trees are marked contrary to this condition, the Toddy Licensee (auction purchaser) will be liable to pay tree-tax on such trees in addition to that already paid, if required to do so on any subsequent date.

NOTE.—Trees in the Madras Presidency may be tapped subject to the rules in force in that province and with the previous permission of the Collector.

3. No toddy, except the produce of trees for the tapping of which a licence has been issued, shall be kept in the shop, offered for sale or sold.

4. Applications for the marking of trees with an endorsement by the respective Range Inspectors as to whether the trees applied for are available should be presented to the Superintendent of Excise of the Station together with the chalans for payment of tree-tax. After being countersigned by the latter officer, the amount of the tree-tax at the rates which will be notified before the Auction Sales, should be paid into the Imperial Bank of India, Bangalore, and the application and the bank receipt should be presented to the Mysore Excise Authorities who will arrange for the marking of the trees.

5. Toddy shall not be transported from the frontier line into the Civil and Military Station of Bangalore except under cover of a permit. General permits for the transport of toddy drawn in the State for supply to the shops in the Station will, on application, be issued by the Superintendent of Excise. Toddy shall be transported from the groves direct to the respective

6. No consignment shall be transported in two or more trips under the cover of the same permit, nor shall a time-expired permit cover the transport of any particular consignment. If the consignment cannot be transported within the currency of the permit, either the currency should be extended or another permit issued. Toddy transported in contravention of this condition will be seized and dealt with under the provisions of the Excise Regulation, I of 1915.

7. Toddy drawn for one shop should not be mixed with that drawn for another and transported in one receptacle.

8. All casks or other receptacles used in the storage and transport of toddy shall be gauged and the capacity legibly marked or branded on them. In the case of casks the capacity shall be marked or branded on both heads. The toddy licensee shall supply himself with the requisite gauging rods to determine the quantity of toddy at any time in any such receptacle. The rods shall not be brought into use before being tested by an Excise Officer.

9. The addition of water to and the distillation of spirits from toddy are absolutely prohibited.

10. The licensee shall not keep in his shop or sell toddy unfit for consumption. Such toddy shall be removed for making vinegar under a permit which may be granted by the Superintendent of Excise or be destroyed in the presence of an Excise Officer. The Superintendent of Excise will decide as to whether the toddy is fit for consumption as toddy or not.

11. The minimum retail selling price of toddy will be fixed at 12 annas per Imperial gallon.

12. The hours of sale will be from sunrise to 9-30 p.m. During the last three days of Muharram and the last two days of Dassarah the shops will be closed at 5 p.m. if the Collector so directs. On Christmas Day the shops will be closed between 12 noon and 2 p.m. in the daytime and finally at 6 p.m. if the Collector so directs.

APPENDIX.

Schedule—Toddy Shops.

Shop No.	Police Station.	Locality.	Wider Boundaries.
1	B. Division.	Market	In the area enclosed by Nullah Road, Seppings Road, Lubbay Masjeed Street, Veerapillay Street, St. John's Road and Sivan Chetty Garden.
2	„	Papareddypalyam	On Tannery Road—between Jevanapalli Road (Municipal Limit) and Borebank *cum* Factory Road.
3	C. Division	Ulsoor	On I Division 'B' No. 5 Street—between Old Madras Road and Ulsoor Market.
4	„	Shoolay	On Markham Road—between Brigade Road and Commissariat Road.
5	„	Puduparacherry	In the area enclosed by Puduparacherry Road on the east, Langford Road on the north, Akkithimmanahalli gardens on the west and Aga's garden on the south within the limits of Puduparacherry.
6	B. Division	Blackpully	In the area enclosed by Chick Bazaar Road, Chick Bazaar Road Cross, 'A' No. 2 Street, New Koracherapolya 'A' Street and Blackpully Road.

NOTE.—The premises selected for each of the above shops should be an unobjectionable site within the notified limits.

SPECIAL CONDITIONS APPLICABLE TO ARRACK LICENCES.

1. The privilege extends only to the sale of country liquor (arrack) of 35° U.P. strength which shall be purchased from the Government Warehouse, Civil and Military Station, Bangalore, at the rate of (Rs. 1-4-0) one rupee and four annas per gallon of 35° U.P. strength *plus* the rate of Excise duty in force, or such other rate as may be announced at the time of auction.

2. The rate of Excise duty will be (Rs. 6-8-0) rupees six and annas eight per gallon of 35° U.P. strength or such other rate as may be announced at the time of auction and the retail selling price of country liquor (arrack) of the same strength will be fixed at a minimum rate of 4 annas a dram (51 drams being equivalent to an Imperial gallon).

3. The duty and cost price of country liquor (arrack) purchased from the Government Excise Warehouse must be paid by the licensee into the Imperial Bank of India, Bangalore. He should present the treasury receipt in proof of such payment to the Warehouse Officer who will make the issue from the stock in the Warehouse.

4. All consignments of liquor shall be sealed by the officer in charge of the Warehouse at the cost of the licensees. The licensee should provide himself with jars or other receptacles that can be effectively closed and sealed and the officer in charge of the Warehouse should refuse to issue liquor which cannot be so closed and sealed. The licensee shall be entitled to have liquor issued to him from the Warehouse in the order of his application and with all reasonable despatch.

5. The quantity purchased at one time shall not be less than 6 gallons.

6. The licensee shall have no interest in the manufacture or supply of country liquor or locally-made spirits or in the manufacture of beer and shall not employ in any capacity any person having such interest.

7. The hours of sale will be from 11 a.m. to 9-30 p.m. During the last three days of Muharram and the last two days of Dassarah the shops will be closed at 5 p.m., if the Collector so directs. On Christmas Day the shops will be closed between 12 noon and 2 p.m. in the day-time and finally at 6 p.m. if the Collector so directs.

SPECIAL CONDITIONS APPLICABLE TO GANJA LICENCES.

1. The licensee shall be bound by the General or Special Rules relating to ganja which may from time to time be prescribed and notified by the Hon'ble the Resident.

2. The privilege conferred extends only to the sale of ganja, bhang and other intoxicating drugs prepared from the hemp plant; but the privilege shall not extend to the manufacture or sale of ganja or bhang in the form of beedies or cigarettes or sale of ganja or bhang mixed with tobacco in any form for the purposes of smoking or chewing.

3. The licensee must obtain his supplies of ganja or bhang from the Government Excise Warehouse or from other shops within the Station under the special orders of the Collector. The Collector may, however, at any time require any licensee to obtain his supplies from any one specified source.

4. During the closing month of the lease (June) no licensee shall apply for more ganja than is necessary to meet the legitimate requirements of the remaining days of the lease. Every indent for ganja in June shall be sent through the Superintendent of Excise who may, at his discretion, refuse to pass it in full and may pass for supply only such quantity as he considers reasonable.

5. The issue price of ganja will be Rs. 2 per seer. Indents for ganja or other intoxicating drugs should be passed by the Superintendent of Excise before the cost price and duty are remitted into the Imperial Bank of India, Bangalore. The licensee shall, if so required, pay any additional charge that may be incurred in transporting the drug from the Government Warehouse in the Mysore State to the Government Warehouse in the Civil and Military Station, Bangalore.

6. Ganja shall be purchased only from the Government Excise Warehouse in the Station and licensees must pay both the duty and cost price of the drug and any other charge levied under para. 5 *supra* into the Imperial Bank of India. They should present the Bank receipt in token of payment of the above charges to the Warehouse Officer who will make the issue from the stock in the Warehouse.

7. No licensee shall keep any greater quantity of ganja, bhang and other intoxicating drugs prepared from the hemp plant than may be fixed by the Collector. The Collector may by notification at the time of the Auction Sale impose a maximum limit on the quantity of ganja to be sold under the licence or may at any time during the currency of the lease, if he finds that the issues to a shop are abnormally high, restrict further issues, unless good reason is shown to the contrary by the licensee.

8. The licensee is prohibited from breaking up the pressed ganja kept for sale in his shop except in such quantities not exceeding the average daily sales in the shop. Other drugs may be manufactured from ganja and bhang in shops and sold to other licensees under these rules.

9. No licensee shall destroy the seeds or any part of his stock of ganja. The seeds, if separated from the stock as well as any part of the stock which the licensee desires to destroy should be carefully preserved for examination and destruction by an inspecting officer.

10. If any ganja licence is used as a cloak for illicit sales or if the licensee knowingly sells ganja to a ganja smuggler or if the Collector has reason to suspect that the licensee is guilty of any offence of that nature, he may, after recording his reasons, forthwith cancel the licence and resell or otherwise dispose of the privilege at the risk of the licensee. The rent for the whole lease shall become due at once when a licence is cancelled under this condition.

11. The duty on ganja will be Rs. 27-8-0 per seer and that on bhang Rs. 12-8-0 per seer.

12. The minimum selling price of ganja will be Re. 0-10-8 per tola.

CONDITIONS APPLICABLE TO OPIUM SHOP LICENCES.

1. The licensee shall be bound by the rules prescribed under the Opium Act as notified in the Hon'ble the Resident's Notification Nos. 36 and 39, dated 27th May 1921, as subsequently amended, and by any additional general or special rules which may from time to time be notified.

2. The privilege conferred extends only (a) to the retail sale of opium and (b) to the manufacture and retail sale of intoxicating drugs made from opium or the poppy other than "morphia" or preparations of opium for smoking in shops duly sanctioned.

3. The price of opium at the Government Treasury will be Rs. 85 per full seer cake and Rs. 42-8-0 per half-seer cake.

4. The licensee shall obtain his supply of opium from the Government Treasury in quantities of half a seer and multiples thereof on complying with the rules regulating such issues, on from other shops within the Station, under the special orders of the Collector. No opium other than that obtained in the manner specified above shall be sold or received or possessed by the licensee. Every indent for opium will be carefully scrutinized by the Superintendent of Excise who may, after obtaining the orders of the Collector, refuse to pass it for supply in full and may pass for supply only such quantity as the Collector considers reasonable.

5. The licensee shall not sell at any one time to any person more than one tola of opium or intoxicating drugs. The licensee is prohibited from breaking up the pressed opium cakes kept for sale in a shop in quantities not exceeding the average daily sales in the shop.

6. The licensee shall keep at any one time no greater quantity of opium or intoxicating drugs other than "morphia" or preparations of opium for smoking than may be fixed by the Collector. The Collector may, by notification, at the time of the Auction Sale, impose a maximum limit on the quantity to be sold under a licence, or may at any time during the currency of the lease, if he finds that the issues to a shop are abnormally high, restrict further issues unless good reason to the contrary is shown by the licensee.

7. If this licence is used as a cloak for illicit sales or if the licensee knowingly sells opium to an opium smuggler or if the Collector has reason to suspect that the licensee is guilty of any of the offences, he may, after recording his reasons, forthwith cancel the licence and resell or otherwise dispose of the privilege at the risk of the licensee. The rent for the whole lease shall become due at once when a licence is cancelled under this condition.

8. The smoking or consumption of opium in any form in premises licensed for sale and the sale or possession of morphia or opium preparations for smoking are prohibited.

9. Discretion is reserved to the Collector to issue separate licences to licensed chemists for the sale of opium and the manufacture and sale of opium preparations for medicinal purposes only.

10. The minimum selling price of opium will be fixed at Rs. 1-9-0 per tola.

S M 3

Draft.

Office of the Hon'ble the Resident in Mysore, Bangalore.

No. F.665-37/R.O.II, dated 27th April 19

NOTICE.

The right to the retail vend of Arrack, Ganja and Opium in the shops in the C & M Station, Bangalore, for one year from the 1st July 1937 to the 30th June 1938, will be put to public auction by the Collector, C & Station, Bangalore, in the public office buildings, near the Mayo Hall, at 2-30 P.M. on Tuesday the 11th May 1937.

Tenders are also invited for the right of vend of toddy in the six toddy shops of the Station for one year from the 1st July 1937 to the 30th June 1938. Tenders will be received by the Collector at 12 Noon on the 11th May 1937

Conditions of sale and other particulars can be ascertained from the Hon'ble the Resident's Notification No. 424 dated the 24th April 1937 copies of which can be had from the Collector's Office.

Sd. H. Trevelyan

Secretary to the Resident.

To

The Manager, The Daily Post, Bangalore, for publication in two

successive

Issue 27/4/37. Art. II

(Please see precedent at S.N. 3. Corp. 3)

F 072 - 36

(T

X To be I.P.L in from Art. II

successive issues, the bill to be sent to the Collector, C & M Station, Bangalore, for adjustment.

Copy forwarded to the Collector, C & M Station, Bangalore, for information.

20.4.37
23.

T.N.T.
23-4-37.

No. C. R.449/37 encl

OFFICE OF THE COLLECTOR,
CIVIL AND MILITARY STATION, BANGALORE.

Dated the 13th May, 1937.

FROM

L. J. Mac Iver Esquire, I. C. S.,
COLLECTOR, CIVIL AND MILITARY STATION,

BANGALORE.

OFFICE OF THE RESIDENT IN MYSORE
14 MAY 1937
Diary No. 4677
File No.

The Secretary to the Hon'ble the Resident in Mysore,

B A N G A L O R E

Excise sales - Toddy, Arrack, Ganja and Opium shops - result communicated.

In accordance with the Hon'ble the Resident's Notification No. 44 dated the 24th April 1937, tenders for the right of vend of toddy in the toddy shops of the Station were received by me at 12 Noon on the 11th May 1937. Mr.D. Cawasji is the only contractor who has tendered for the toddy shops; his tender, a copy of which is enclosed, is as follows:-

(1) If the shops are sold for one year, his offer is Rs. 1,60,000/- per annum.

(2) If the contract is given for two years, his offer is Rs. 1,67,500/- per annum.

(3) If the contract period is fixed for three years, his offer is Rs. 1,75,011/- per annum.

2. Mr. K. N. Guruswamy who was one of the two probable tenderers for the toddy shops did not submit any tender ~~for the shops~~. As Mr. Guruswamy has not competed for the Station Toddy shops, it is not likely that Mr. Cawasji will go and bid against Mr. Guruswamy at the City arrack and toddy sales. In this case, the latter may get the city shops cheap and be satisfied with his contract there; consequently our toddy rentals may well fall year after year for want of suitable

suitable competitors to bid against Mr. Cawasji at the Cantonment sales. In the circumstances, I consider the offer of Rs. 1,75,011/ is very reasonable and am very doubtful whether a better price will be obtainable in future years. I therefore recommend that his tender of Rs. 1,75,011/- per annum may kindly be accepted and the period of contract be fixed for three years from the 1st July 1937.

3- The sale of arrack, ganja and opium shops was held at 2-30 P.M. on the same day, with the following result:-

4- The arrack shops were sold individually in the first instance and the bids amounted to only Rs. 56,550/-; then, when the shops were offered en bloc, Mr. V. Chinnaswamy Mudaliar offered a sum of Rs. 1,00,000/- for all the eight arrack shops. As the offer does not represent the present value of the arrack shops, I have decided to resell them at 2-30 P.M. on the 19th May 1937. The result of the resale will be reported in due course.

5- The ganja shops fetched a rental of Rs. 7,820/- as against Rs. 7,390/- and the opium shops Rs. 7,625/- as against Rs. 6,790/- of the current year. I consider the bids satisfactory and recommend that the Hon'ble the Resident be pleased to confirm the bids.

I have the honour to be,

Sir,

Your most obedient servant.

COLLECTOR.

KAA

13/5/37.

Letter dated the 9th May 1937 from Mr. D. Cawasji, 20, Fort Street, Fort, Bombay to the Collector, Civil and Military Station, Bangalore.

Re: Tenders for C & M Station Toddy shops.

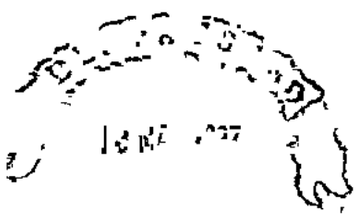
With reference to notice No. F. 665-37/R.O. II of 27th Ultimo inviting tenders for the six toddy shops of C & M Station, Bangalore, I have the honour to offer an annual kist as under:-

1. If the contract is given for one year only, i.e., from 1st July 1937 to 30th June ~~193~~ 1938, I offer Rs. 1,60,000/- (Rupees One Lac and Sixty thousand only) for the year.

2. If the contract is fixed for two years, i.e., from 1st July 1937 to 30th June 1939, I offer Rs. 1,67,500/-(Rupees One lac sixty seven thousand and five hundred only) per annum.

3. If the contract is given for three years, i.e., from 1st July 1937 to 30th June 1940, I offer Rs. 1,75,011/- (Rupees One lac seventy five thousand and eleven only) per annum.

"C O P Y"



COLLECTOR.

18/5/37

P N. (5)

(3

DEPARTMENT.

BRANCH.

File No.

Serial No.

Issued 18/5/37.

Draft Letter / Memorandum / Telegram

Class for telegrams

Ordinary / Express / Urgent* / Priority / Clear Line†

*Only for Foreign Telegrams.

†Not for Foreign Telegrams.

No.F.665-37 Dated 18th May 1937.
R.O.II.

From
The Secy. to the Resident.

To
The Collector,
C & M Station, Bangalore.

Subject:- Sale of Toddy, Ganja and Opium shops in the C & M Station, Bangalore.

Sir,

With reference to your letter No. C.R. 449/37, dated the 13th May 1937, I am directed to inform you that the Hon'ble the Resident is pleased to accept the tender of Mr. Cawasji for Rs 1,75,011/- per annum, for a period of three years from the 1st July 1937 to 30th June 1940, for toddy shops in the C & M Station, Bangalore, subject to the condition of sale and special conditions applicable to all excise and opium licences published with Resident's Notification No. 44, dated the 24th April

To be issued on | Issued on

1st Reminder

2nd Reminder

3rd Reminder

Heading:

Case or Diary No.

If post copy of telegram required

Date of despatch of above

List of enclosures: S.N. 4 cor.p 31 F. 665-37.

(Only words for telegrams)

S.N. 2 cor.p. 17
F. 665-37

S.S.

(C)

MGIPC—S1—153(Genl)MFP—(M-1933)—3-5-34—50,000 Pads

(35

April 1937.

2. ~~I am to add that~~ The Resident is also pleased to confirm the sale of Ganja and Opium shops in the C & M Station, Bangalore, subject to the solvency of the individual bidders being proved.

I have etc.,

Sd. H. Trevelyan.

Secretary to the Resident.

15.5.37.

T.N.T.
15-5-37.

No.C. R. 449/37.

OFFICE OF THE COLLECTOR,
CIVIL AND MILITARY STATION, BANGALORE.

Dated the 21st M a y, 1937.

FROM

L. J. Mac Iver Esquire, I. C. S.,

COLLECTOR, CIVIL AND MILITARY STATION,

BANGALORE.

To

The Secretary to the Hon'ble the Resident in Mysore,

BANGALORE.

SIR,

OFFICE OF THE RESIDENT IN MYSORE
BANGALORE.
24 MAY 1937
Diary No. 5796
File No.

Arrack shops - resale of - result reported.

In continuation of this office letter No. C. R. 449/37 dated the 13th May 1937, I have the honour to inform you that the resale of arrack shops was held at 2-30 P.M. on the 19th May 1937. The highest bid obtained at the resale was Rs. 1,35,400/- per annum for all the eight arrack shops. The highest bidder was Mr. V. Chinnaswamy Mudaliar.

2. The contractor was selling arrack at 4½ annas per dram prior to the introduction of the Surcharge system; the selling price was reduced to 4 annas per dram after the Surcharge system was introduced, whereby the consumption of arrack improved, as shown below:-

Average consumption per mensem for six months from November 1936, i.e., from the time the surcharge system was introduced to the end of April 1937, when the selling price was 4 annas per dram..... 2,429 gallons.

Average arrack consumption for the corresponding period of last year, when the selling price was 4½ annas per dram..... 2,181 gallons.

3. The consumption while arrack was sold at 4 annas per dram is 11.4 per cent in excess of the average consumption while it was sold at 4½ annas per dram.

4. In condition 2 of the special conditions applicable to Arrack Licences, the minimum selling price

price has been fixed at 4 annas per dram; as no maximum selling price has been prescribed, the contractor is at liberty to sell arrack at any rate higher than 4 annas and consequently the margin of profit to the contractor will be greater while the consumption would naturally fall considerably resulting in a loss to Government in the shape of duty. If arrack is sold at 4 annas per dram, though the contractor's profit will decrease, the arrack revenue will improve as ~~detailed~~ illustrated below:-

If arrack is sold at 4½ annas per dram, the probable monthly consumption may not go beyond 2,000 gallons as far as one can judge from available figures. If we work out the arrack revenue both under duty and rentals based on the above data, it will be in the neighbourhood of Rs. 2,92,000/- per annum; but if arrack is sold at 4 annas per dram, the consumption may amount on the average to 2,400 gallons per mensem. In all probability we may realise a total revenue of about Rs. 3,23,000/- per annum, which will be advantageous to the Government to the extent of Rs. 31,000/- per annum as worked out below:-

Duty at Rs. 6-8-0 per gallon for 12 months on an average of 2,400 gallons of arrack per month.		Rs. 1,87,200/-
Rentals obtained at the auction sale.		Rs. 1,35,400/-
		Rs. 3,22,600/-
	or	Rs. 3,23,000/-
Duty at Rs. 6-8-0 per gallon for 12 months on an average of 2,000 gallons per month.		Rs. 1,56,000/-
Rentals obtained at the auction sale.		Rs. 1,35,400/-
		Rs. 2,91,400/-
	or	Rs. 2,92,000/-
Difference.		Rs. 31,000/-

I have estimated the anticipated consumption conservatively on the basis of available figures, but if the consumption should increase owing to increased purchasing power, the comparison in favour of the 4 annas maximum selling price would still hold good.

5. The contractor is willing to sell arrack at 4 annas per dram, if the arrack contract is given to him for a period of three years

years from the 1st July 1937 at Rs. 1,35,400/- per annum.

6. It is not however likely that we will obtain a better price for the arrack shops next year, as the consumption of arrack will decrease if the contractor sells arrack at 4½ annas per dram with a view to get more profit. Also I think that Rs. 1,35,400/- represents a fair value m for the shops.

7. As the contractor has agreed to sell arrack at 4 annas per dram thereby benefiting Government duty revenue as shown above, I recommend that the Hon'ble the Resident be pleased to confirm the bid of Rs. 1,35,400/- per annum and to fix the period of contract for three years from the 1st July 1937. I think that this is the best course in the interests of the Station excise revenues.

I have the honour to be,

Sir,

Your most obedient servant.

C O L L E C T O R.

KAA.

DESPATCH

22 MAY 1937

1)

(37

Issued 10-6-37
8/10/6/37.

DEPARTMENT.

BRANCH.

File No.

Serial No.

Draft Letter / Memorandum / Telegram

Class for telegrams: Ordinary / Express / Urgent* / Priority / Clear Line†

*Only for Foreign Telegrams.

†Not for Foreign Telegrams.

No. F.665-37 Dated 10th June 1937
R.O.II.
From
The Secy. to the Resident.

To
The Collector,
C & M Station, Bangalore.

To be issued on	Issued on
1st Reminder	
2nd Reminder	
3rd Reminder	
Heading:	
Case or Diary No.	
If post copy of telegram required	
Date of despatch of above	P.N. 6.cp.36
List of enclosures	F 665-37 ant

(Endorsement of Telegrams)

Pr:- 21.6.37

Subject:- Sale of arrack shops in the C & M Station, Bangalore.

Sir,

With reference to your letter No. C.R. 449/37, dated the 21st May 1937, I am directed to inform you that the Hon'ble the Resident is pleased to accept the bid of Mr. V. Chinnaswamy Mudaliar for Rs 1,35,400/- for one year from the 1st July 1937 to the 30th June 1938, for the arrack shops in the C & M Station, Bangalore subject to the conditions noted below:-

(1) He should abide by the conditions of sale and special conditions applicable to all excise and Opium licences published with

Resident

S.S.
MGIPC—S1—1939(CPS) MFP—(M-1735)—19 2-39 —50,000 Pds.

S.N.2.C.P.17
Fr 665-37
(C)

(4)

Notification No. 44, dated the 24th April 1937.

(2) He should sell arrack in the Station at 4 annas per dram during the period of this lease.

(3) Mr. Chinnaswamy Mudaliar owes at present a sum of ₨ 125,000 odd being the arrears of the old arrack lease. It is understood that he has deposited ₨ 56,000/- in G.P. Notes as security. Out of this, notes to the value of ₨ 22,567/- may be treated as two months' deposit in respect of the new lease, the balance being adjusted towards his old arrears on the termination of the existing lease. He should mortgage his immovable property to the value of one lakh and odd in favour of Govt. in respect of the remaining amount.

para 15+16 of the note

para 15 of notes

2. The renewal of the lease for a further period of two years will depend on the rate at which the arrears ~~will be~~ are paid off.

para 19 of note.

Sd. H. Trevelyan.

I have etc.,

SECRETARY TO THE RESIDENT.

T.N.T.
5-6-37.

7/1/5.6.37

P.N.(8)

OFFICE OF THE COLLECTOR,
CIVIL AND MILITARY STATION, BANGALORE.

No.1998-A-37 Enc.1. *Dated* 2nd June 1937. 193

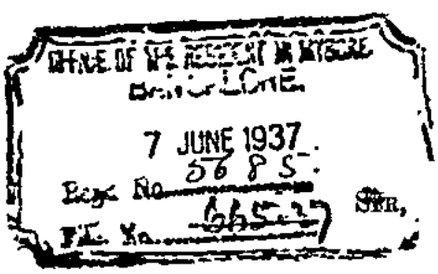
7-6-37

FROM

L. J. MacIver, Esquire, I.C.S.,
COLLECTOR, CIVIL AND MILITARY STATION,
BANGALORE.

TO

The Secretary to the Hon'ble the Resident in Mysore
BANGALORE.



Toddy shops - lease of - 1-7-1937 to 30-6-40
Your letter No.F.665-37/R.O.II dated 18-5-37.

S.N.5. C.P. 34
F. 665-37 07 (C)

P.N.2
Cor P. 17
F. 665-37
07 (C)

As required under condition VI (a)(ii) in the Resident's notification No.44 dated 24-4-37 Mr. D. Cowasji was directed to furnish a statement of immovable property owned by him - and to deposit 2 months Khist. He is prepared to pay the deposit but requests that he may be exempted from furnishing the statement for reasons stated in his letter of the 28th - May 1937 (copy enclosed). He has been regular in the payment of the Khist towards the old contract & he can be trusted to pay the Khists punctually.

In the circumstances, I recommend that the Hon'ble the Resident may be pleased to exempt him from furnishing the - statement of property.

I have the honour to be

Sir,

Your most obedient servant,

COLLECTOR.

8/3/6

Copy of the letter Dated 28th May 1937, from D.Cowasji, 20, Fort Street, Fort Bombay, to the Collector, Civil and Military Station, Bangalore.

I have the honour to own receipt of your letter No.1998-A-37 of 22nd instant directing me to furnish a statement of immovable properties before the 31st instant and to deposit 2 months kist, or in the alternative to deposit further 2 months kist, i.e. in all 4 months kist amount.

In this connection I beg to state that as you are fully aware Sir, I am an Excise Contractor of many years standing during which period I have regularly paid the kist. I may further add that - even on my first entry into the Madras Presidency as a contractor Mr. Hall the then Commissioner of Excise, Madras, was good enough to exempt me from furnishing such a statement. Also the Government of Mysore has similarly exempted me from furnishing property statement. Of course I shall deposit 2 months kist as usual and request that my present deposit for the current contract be transferred as deposit against the new contract.

I shall therefore feel highly obliged if you will kindly accede to my above request and exempt me from furnishing the property statement for which act of kindness I shall feel much obliged.

" C O P Y "

M. Ecclesiastes 4-6-37
Sheristadar.

346.

S.N. (9) (-3

DEPARTMENT. File No.

BRANCH. Serial No.

Draft Letter / Telegram

Issued 15-6-37

Issued 15/16(?).

Class for telegrams — Ordinary / Express / Urgent* / Priority / Clear Line† — *Only for Foreign Telegrams. †Not for Foreign Telegrams.

To be issued on Issued on

1st Reminder

2nd Reminder

3rd Reminder

Heading:

Case or Diary No.

If post copy of telegram required S.N.8.c.p 41

Date of despatch of above F. 665-37

List of enclosures ante

No.F.665-37 Dated 15th June 1937
R.O.II.

From

The Secy. to the Resident.

To

The Collector,
C & M Station, Bangalore

Subject:- Sale of Toddy shops in the C & M Station, Bangalore.

Sir,

I am directed to refer to your letter No. 1998-A-37, dated the 2nd June 1937.

2. The Hon'ble the Resident is pleased to exempt Mr. Cowasji from furnishing the statement of immovable property owned by him as required under condition VI(a)(ii) of the conditions in the Resident's notification No. 44, dated the 24th April 1937, on the understanding that he will deposit two months khist in advance.

S.N.2
Cor p 17
F. 665-37
7(C)

I have etc.,
Sd. H. Thevelyan.
Secretary to the Resident.

S. 5.
MGIPC—S1—763(G1)DCF—(G-343) - 1-7 29—50,000 Pads.

11.6.37 T.N.T. 12-6-37.

S.N. (11)

(45)

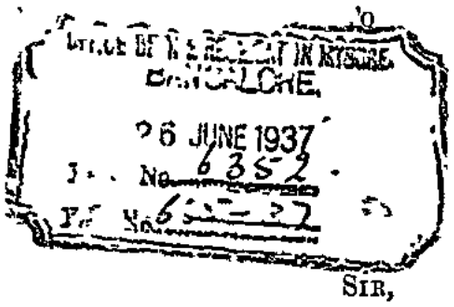
OFFICE OF THE COLLECTOR,
CIVIL AND MILITARY STATION, BANGALORE.

No. 1952-A-37.

Dated 22nd June 1937. *193*

FROM

L. J. MacIver, Esquire., I.C.S.,
COLLECTOR, CIVIL AND MILITARY STATION,
BANGALORE.



To

The Secretary to the Hon'ble the Resident in Mysore,
BANGALORE.

SIR,

Arrack shops - Khist - payment of for 1936-37 - Mr. V. Chinnasamy Mudaliar, Licensee - Your letter No.F.665-37/R.O.II dated the 10th June 1937.

S.N. 7 Cor.p.39 F 665-37 7(c)

I enclose a copy of Mr. V. Chinnasamy Mudaliar's letter dated 16th June 1937. I would recommend that the execution of the mortgage deed specified in your letter may be deferred till the amounts of the Government Promissory Notes are realised by sale. It will then be possible to know the actual amount due by the licensee, towards his old contract, for which the deed will be drawn up. In the meanwhile steps will be taken to sell the securities through the Bank.

page 46 infra

S.N. 7 C.p.39 F 665-37 7(c)

I have the honour to be

Sir,

Your most obedient servant,

COLLECTOR.

(46

Letter dated the 16th June 1937 from Mr.V.Chinnaswamy Mudaliar, Licensee of Arrack Shops, Civil and Military Station,Bangalore, to the Superintendent of Excise, C.& M.Station,Bangalore.

S.N.7. Cr.P.39 F 665-37 (C)

With reference to your endorsement No.C.R.449/37 dated the 11th June 1937 communicating to me the order of the Hon'ble the Resident confirming my bid of Rs.1,35,400/- for the arrack shops, I submit that I am willing to run the arrack shops subject to the conditions imposed therein.

S.N.2. C.P.17 F 665-37 (C)

(1) I shall abide by the conditions of sale and special conditions applicable to all excise and opium licences published with the Resident's Notification No.44, dated the 24th April 1937.

(2) I shall also sell arrack at 4 annas per dram during the lease.

(3) Out of the G.P.Notes deposited as security, notes to the value of two months' khist for the next year's contract may be retained and the rest of the notes may be sold and the amount thus realised may kindly be adjusted towards the old arrears. I shall mortgage my immovable property to the value of the sum that will be outstanding against me in July 1937 after the above adjustments are made.

I shall minimise my old dues considerably before the end of June 1938. Including the value of the G.P.Notes that have been requested to be sold and the payments that will be made by me from time to time during the next lease, only a sum of Rs.60,000/- will be outstanding against me in June 1938 in respect of the arrears I shall clear this amount during the next two years.

"C O P Y"

M. Eeshwarappa
25-6-37
SHERISTADAR.

25/6

(47

Issued 6-7-37

DEPARTMENT.

BRANCH.

File No.

Serial No.

Issued 6/7/37.

Draft Letter / ~~Memorandum~~ / Telegram

Class for telegrams

Ordinary
Express
Urgent*
Priority
Clear Line†

*Only for Foreign Telegrams.

†Not for Foreign Telegrams.

To be issued on

Issued on

1st Reminder

2nd Reminder

3rd Reminder

Heading:

Case or Diary No.

If post copy of telegram required — S.N. 11 / Cor. P. 45 / F. 665-37 / P.M.C

Date of despatch of above

List of enclosures

No. F.665-37 Dated 8th July 1937

R.O.II.

From

The Secy. to the Resident.

To

The Collector,
C & M Station, Bangalore.

Subject:-Sale of arrack shops in the C & M Station, Bangalore.

Sir,

I am directed to refer to your letter No. 1952-A-37, dated the 22nd June 1937, and to say that the execution of the mortgage deed specified in letter from this Residency No. F. 665-37/R.O.II, dated the 10th June 1937 may be deferred till the amounts of the Government Promissory Notes are realised by sale. A copy of the deed when executed may kindly be sent to the Residency for the information of the Hon'ble the Resident.

I have etc.,

Secretary to the Resident.

S. S.

MGIPC—S1—1950(CP3) MFP—(M-1735)—19-2-35—50,000 Pds.

30.6.37 2-7

T.N.T. 2-7-37.

TINT 17-9-37

S.No. 12

(48)

OFFICE OF THE COLLECTOR,
CIVIL AND MILITARY STATION, BANGALORE.

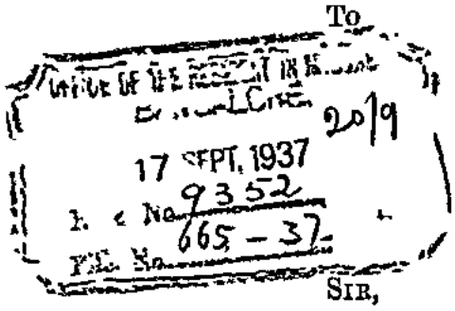
No. 1952/A/37. Encl. *Dated* 15th September 1937

FROM

C. F. V. Williams, Esquire., I.C.S.,
COLLECTOR, CIVIL AND MILITARY STATION,
BANGALORE.

To

The Secretary to the Hon'ble the Resident
in Mysore,
BANGALORE.



SIR,

Sale of Arrack Shops in the C & M Station, Bangalore-execution of mortgage deed by Mr. V. Chinnaswamy Mudaliar,-your No.F.665-37/R.O.II, dated 8-7-1937.

S.N. 12
Cor.P. 47
F 665-37
7 (C)

I have the honour to report that the licensee has represented to me that it will be a great hardship for him to execute a mortgage deed, as the cost of stamp duty, Municipal Transfer duty and registration charges will amount to Rs. 1290/-. He requests that he may be permitted instead to execute an agreement on a Rs. 2/- stamp paper, binding himself not to sell, without the previous permission of the Collector, any of the properties mentioned in the statement of property furnished by him until such time as he clears the arrears. A copy of his petition is enclosed.

Stamp duty = Rs 645
Reg. Estn ch. 174
Municipal Transfer duty = 645
1464

1464?

Page 49 infra

I recommend that his request may be granted in order to save him this heavy expenditure on stamp duty etc. The balance outstanding against him is now Rs. 85,780-6-8.

I have the honour to be,
Sir,
Your most obedient servant,

Williams
COLLECTOR.

15/9

SAG.15.9.

(49)

Copy of Petition dated 28th August 1937 from Mr. V. Chinnaswamy Mudaliar, Licensee of Arrack Shops, Civil & Military Station, Bangalore to the Collector, Civil and Military Station, Bangalore.

With reference to your Memorandum No.1952-A-37 dated the 6th August 1937, I beg to bring the following facts to your kind consideration and favourable orders:-

I have taken all the eight arrack shops of the Station for a rental of Rs.1,35,400/- per annum. I have executed on a stamp paper of the value of Rupees Two a list of immovable properties to the value of more than Rs.2,70,000/- to prove my solvency. During the previous five years of my arrack contract, I sustained loss of lakhs of rupees and consequently I was in arrears to Government to the extent of Rs.1,60,000/-. I have been paying towards the arrears little by little month after month and a sum of Rs.85,000 odd is now outstanding against me. I have been asked to execute a mortgage deed for this amount.

I most humbly beg to submit that as I sustained unbearable loss in my contract, it will be another great hardship for me if I were to spend money on the purchase of stamp papers for the purpose of executing a mortgage deed.

I am prepared to execute on a 2 Rupees Stamp paper, an agreement to show that until such time that I clear the arrears of Rs.85,000/-, I shall not dispose of any of my above-mentioned properties without the permission of the Collector. I am quite prepared to execute it on whatever lines your honour directs me to do without extra expense.

I most humbly appeal to your honour to show sympathy on me.

"C O P Y"

M. Eeshaffa

SHERISTADAR.

15/9

SAG.15.9.

P No. 14

50

received 5-11-37.

DEPARTMENT.

BRANCH.

File No.

Serial No.

Draft Letter ~~Memorandum~~ Telegram.

Issued 8/11/37.

Class for telegrams

Ordinary
Express
Urgent*
Priority
Clear Line†

*Only for Foreign Telegrams.

†Not for Foreign Telegrams.

To be issued on

Issued on

1st Reminder

2nd Reminder

3rd Reminder

Heading :

Case or Diary No.

If post copy of telegram required P.N. 13

Date of despatch of above Cor P 48

List of enclosures F 665-37 ante

(Cable word for telegrams)

No F. 665-37 Dated 8th November 1937.

R.O. II.

From

The Secy. to the Resident.

To

The Collector,
C & M Station, Bangalore.

Subject:- Execution of a mortgage deed by Mr. V. Chinnaswamy Mudaliar, Arrack Contractor of the Station.

Sir,

I am directed to refer to your letter No. 1952/A/37, dated the 15th September 1937.

2. Mr. Chinnaswamy Mudaliar's request that he may be permitted to execute, in lieu of a mortgage deed, an agreement on a Rs 2/- stamp paper, binding himself not to sell, without your previous permission, any of the properties mentioned in the statement of property furnished by him until such time as he clears the arrears, is accepted subject to the conditions noted below :-

(a) He should continue to re-pay his arrears at a satisfactory rate.

(b) If the repayments fall off, or he falls into arrears with his current dues, the question of insisting on a mortgage deed should be promptly taken up.

I have etc.,

SECY. TO THE RESIDENT.

T.N.T. 3-11-37.

S. S.
VGIPC—81—2425(S&P)MFP—(M-2214)—3-2-37—50,000 Pads.

1-11-37